



Order Filed on July 27, 2021
by Clerk,
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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Formed in the State of Florida

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Attorney for Creditor

In re:

Michael Agyeman

dba Agyeman Agency Farmers Insurance

Debtor.

Chapter 13

Case No. 16-31933-SLM

Hearing Date: May 26, 2021

Judge Stacey L. Meisel

CONSENT ORDER RESOLVING CERTIFICATION OF DEFAULT

The relief set forth on the following pages is hereby **ORDERED**.

DATED: July 27, 2021

A handwritten signature in cursive script that reads "Stacey L. Meisel".
Honorable Stacey L. Meisel
United States Bankruptcy Judge

Debtor: Michael Agyeman
Case No.: 16-31933-SLM
Caption of Order: **CONSENT ORDER RESOLVING CERTIFICATION OF
DEFAULT**

THIS MATTER having been opened to the Court upon the Certification of Default (“COD”) filed by Toyota Motor Credit Corporation (“Creditor”), and whereas the post-petition arrearage was \$19,660.30 as of July 22, 2021, and whereas the underlying contract is matured and whereas the Debtor and Creditor seek to resolve the COD, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Movant’s interest in the following property: **2012 Toyota Highlander; VIN: 5TDDK3EH5CS142924** provided that the Debtor complies with the terms of this Order.

2. The COD is resolved by the Modified Plan (Doc. No. 116), which provides for the curing and payment in full of the pre-petition arrearage, as well as the post-petition arrearage above, along with the contractual interest of 8.49%, as well as all other amounts due on the underlying loan, for a total payout of \$21,818.32.

3. The Debtor shall remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.

4. If the Debtor fails to pay either the arrears and/or the contractual payments due to Creditor through the Plan, and the Debtor fails to cure the payment default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days’ notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees in the amount of \$250.00 to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/ Kevin Delyon

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/s/ Gavin N. Stewart

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